

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT, NORTHEASTERN DIVISION
AT GREENEVILLE, TENNESSEE

JAMES CARL PRICE

Plaintiff,

vs.

**SAFECO INSURANCE COMPANY OF
AMERICA**

Defendant.

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Civil Action No.: _____
JURY DEMAND

COMPLAINT

Comes the plaintiff, James Carl Price, and for cause of action against the defendant says:

1. The plaintiff is a citizen and resident of Greeneville, Greene County, Tennessee, residing at 485 Houston Valley Road, Greeneville, Tennessee 37743. The defendant is a foreign insurance company with its principal offices in Seattle, Washington. The contract of insurance was written in the State of Tennessee in Greene County, that being policy number 0F1964375. This matter is a breach of contract matter. Based upon the foregoing, the plaintiff asserts that a dispute has arisen between the parties with respect to insurance coverage, with the defendant refusing to pay for the plaintiff's losses. The plaintiff asserts that there is complete diversity of citizenship between the plaintiff and the defendant thus jurisdiction is appropriate under 28 USC 1332. The amount in controversy exceeds \$50,000.00.

2. On or about June 30, 2009, the plaintiff sustained a fire that completely destroyed certain premises owned by him located at 8669 Asheville

LAW OFFICE
DAVID W. BLANKENSHIP
KINGSPORT, TENN.

Highway, Greeneville, Tennessee. The fire that destroyed these premises was characterized by fire investigators as being a fire that was intentionally set but by someone other than the owner of the property.

3. The plaintiff made claim with respect to this loss against the defendant, Safeco Insurance Company of America and Safeco Insurance Company of America denied the claim. Attached hereto is a copy of the insurance policy that was in existence at the time of this loss. Also attached as Exhibit 2 is a copy of the insurance carrier's denial of coverage.

4. The plaintiff affirmatively asserts that he cooperated completely with the defendant Safeco in the investigation of this loss and that Safeco improperly and without justification denied his claim.

5. He asserts that as a result, the defendant insurance company breached its contract with him and that he is entitled to damages for breach of contract.

6. He further asserts that pursuant to T.C.A. §56-7-105(a) that the defendant insurance company has acted in bad faith and that he is entitled to his attorneys fees and the bad faith penalty provided for in T.C.A. §56-7-105(a).

WHEREFORE, the plaintiff demands judgment against the defendant in the amount of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS and he demands interest and the bad faith penalty amount consistent with his damage demand and he demands a jury to try his cause.

Respectfully submitted,


JAMES CARL PRICE

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STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

I, James Carl Price, after being duly sworn make oath that I am the Plaintiff in the foregoing action and that the facts stated therein are true and correct to the best of my knowledge, information and belief.

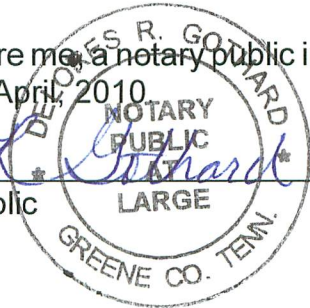
WITNESS my hand this the 5 day of April, 2010.

James Carl Price
JAMES CARL PRICE

STATE OF TENNESSEE:

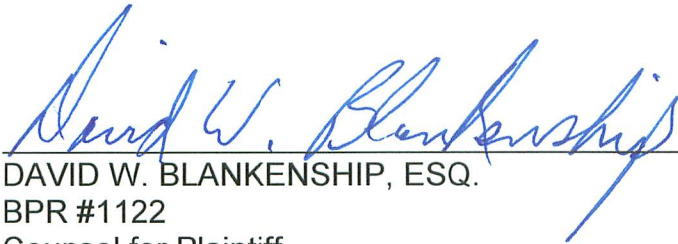
COUNTY OF SULLIVAN:

SWORN TO AND SUBSCRIBED before me, a notary public in and for the aforesaid state and county, this the 5th day of April, 2010.

David W. Blankenship
Notary Public
A circular notary seal for David W. Blankenship, Notary Public, Large, Greene Co. Tenn. The seal is stamped over the signature and the text "Notary Public".

My commission expires: 11-28-11

OF COUNSEL:



DAVID W. BLANKENSHIP, ESQ.

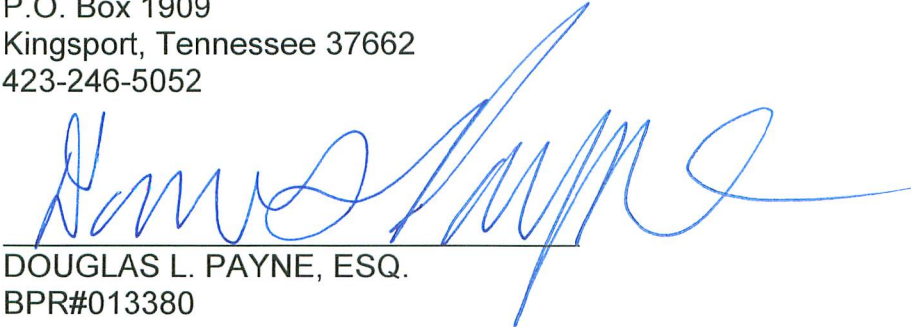
BPR #1122

Counsel for Plaintiff

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